



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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November 3, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A SUBCONTRACT WITH PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC. FOR CULTURAL AND LINGUISTIC PARTNERSHIP PROJECT**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to sign a subcontract, substantially similar to Exhibit I, with Public Health Foundation Enterprises, Inc., to provide the Department of Health Services' Community Health Plan with specialists to establish a Cultural and Linguistic Partnership Project for implementation of a cultural and linguistic program, effective upon Board approval through June 30, 2007, at no additional net County cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The implementation of a Cultural and Linguistic Partnership Project for the Department of Health Services' (DHS or Department) Community Health Plan (CHP) is intended to ensure compliance with the State of California Department of Health Services, Medi-Cal Managed Care (MCMC) cultural and linguistic requirements.

FISCAL IMPACT/FINANCING:

The County is providing in-kind resources through the use of existing staff and space at a DHS facility.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Over the past four years, L.A. Care Health Plans (L.A. Care) has conducted annual audits to monitor CHP's compliance with MCMC's requirements regarding cultural and linguistic

competency. To ensure continuing compliance and enhance services to Medi-Cal beneficiaries assigned by L.A. Care to CHP, L.A. Care requested the Office of Diversity Programs (ODP) to develop a cultural and linguistics program. The project will also ensure that issues of patient culture and language are integrated into the business practices at each DHS facility to improve access to health services for their culturally and linguistically diverse patients.

To implement the program, L.A. Care entered into an Agreement with Public Health Foundation Enterprises, Inc. (PHFE). Under this Agreement, L.A. Care provides PHFE with approximately \$368,563 to retain two cultural linguistic specialists and a part-time consultant. Under the Agreement before your Board, the Director of ODP would be the project coordinator, providing in-kind support, and supervising the two specialists and consultant. The ODP staff, the consultant, and the specialists will work closely with DHS' Office of Managed Care to implement CHP's cultural and linguistic audit recommendations at DHS facilities. The cultural and linguistic specialists will work to strengthen the cultural and linguistic infrastructure for CHP at DHS facilities through project activities ranging from: 1) providing cultural competency training for CHP staff and health care providers, and medical interpreter trainings; 2) helping to design and pilot Spanish medical terminology workshops for interpreters working with physicians; 3) creating uniform data collection and reporting mechanisms on primary languages spoken by patients; and 4) working with facilities' administrative staff to assess and trend DHS patient demographics, and produce patient language assessment reports to improve future services, and address other cultural and linguistics related patient issues.

Attachment A provides additional information.

The subcontract may be terminated for convenience by the County upon 30 days advance written notice to the other party.

County Counsel has approved the attached Exhibit I as to form.

Implementation of Strategic Plan Goals

These actions meet the County's Strategic Plan Goal of Service Excellence by promoting best practices for patient care.

Consistency with DHS System Redesign

These actions meet DHS' strategic goals to improve the value (quality and efficiency) of health care provided by DHS and to reduce disparity in care and enhance cultural sensitivity across DHS.

CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the subcontract will enable the Department to develop and implement a cultural and linguistic program for CHP patients.

The Honorable Board of Supervisors
November 3, 2005
Page 3

Upon approval by the Board of Supervisors, the Executive Officer, Board of Supervisors is requested to return three adopted copies of this letter to the Department.

Respectfully submitted,

Handwritten signature of Thomas L. Garthwaite in black ink, appearing as 'TLG' with a large circular flourish.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:rf

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

diversity programs board letter.rf.wpd

SUMMARY OF SUBCONTRACT1. TYPE OF SERVICE:

Under the subcontract with Public Health Foundation Enterprises, Inc., the Department's Office of Diversity Programs will develop a Cultural and Linguistic Partnership Project that is intended to ensure compliance with the State Department of Health Services, Medi-Cal Managed Care cultural and linguistic requirements.

2. AGENCY ADDRESS AND CONTACT PERSON:

Public Health Foundation Enterprises, Inc.
13200 Crossroads Parkway North, Suite 135
City of Industry, California 91746-3423
Contact Person: Danielle Sheard
Phone: (562) 699-7320 extension 256
Facsimile (FAX): (562) 692-6950

3. TERM OF SUBCONTRACT:

The term of the subcontract is effective from the date of Board approval through June 30, 2007.

4. FINANCIAL INFORMATION:

The County is providing in-kind resources through the use of existing staff and space at a DHS facility.

5. GEOGRAPHICAL AREA TO BE SERVED:

All Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Miya Iwataki, Director, Office of Diversity Programs

7. APPROVALS:

Office of Diversity Programs:	Miya Iwataki, Director
Chief Operating Officer:	Fred Leaf
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Edward Morrissey

**SUBCONTRACT AGREEMENT BETWEEN
PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
ALSO KNOWN AS PHFE MANAGEMENT SOLUTIONS
AND
COUNTY OF LOS ANGELES**

This Subcontract Agreement is made and entered into on the subscribed date by PUBLIC HEALTH FOUNDATION ENTERPRISES, INC., also known as PHFE Management Solutions, hereinafter referred to as "PHFE" with its principal office located at 13200 Crossroads Parkway North, Suite 135, City of Industry, CA 91746, Phone (562) 699-7320, FAX (562) 692-6950, and COUNTY OF LOS ANGELES (County) with its principal office located at Office of Diversity Programs, 313 North Figueroa Street, Room 123, Los Angeles, CA 90012, Phone, (213) 240-7710, FAX (213) 250-7220, hereinafter referred to as "County".

1. RECITALS

This Subcontract is made with reference to the following facts:

PHFE is the prime recipient of a grant from L.A. Care Health Plan, entitled "Cultural and Linguistic Partnership Project" L.A. Care Health Plan Proposal to Assist CHP with Cultural and Linguistic Requirements" (Contract). PHFE requires the assistance of subcontractor County to complete the project. A true and correct copy of the contract is attached hereto as Exhibit C and incorporated herein by this reference.

2. TERM OF SUBCONTRACT

This Subcontract shall begin effective upon Board of Supervisors' approval through June 30, 2007.

3. COMPLIANCE – TERMS AND CONDITIONS

County is responsible for contracted services as they pertain to the requirements outlined under original granting agency in accordance with the Contract. County agrees to comply with all relevant state and federal statutes and regulations if any, in performing its obligations under this Subcontract. County shall incorporate all terms and conditions of this Subcontract in all lower tier subcontracts (if applicable).

4. SCOPE OF SERVICES

The parties shall use their best efforts to provide the services set forth in Exhibit A (Scope of Work), a copy of which is attached and made a part hereof by reference. Each party shall perform its duties and obligations under this Subcontract as an independent contractor and for no purpose shall any of their respective officers, directors, members, employees, subcontractors or agents be considered an employee or joint venture of the other.

County's employees shall have access to e-mail for PHFE updates and or contract requirements.

5. PROJECT BUDGET

There is no payment to County required under this Subcontract. Exhibit B is the Project Budget approved by grantor: PHFE LACDHS/ODP Number 2059.001.001), attached and made a part hereof by reference.

6. PHFE MANAGEMENT/FINANCIAL REPORTS

PHFE agrees to provide management/financial reports to County in order that Director of Diversity Programs may monitor the expenditure of L.A. Care grant monies for Project line items, including, but not limited to, all Director of Diversity Programs authorized personnel, services and supplies and equipment expenses toward Project implementation.

7. AUTHORITY TO USE COUNTY SPACE AND OTHER PROPERTY

In order to perform services hereunder, and only for the performance of such services, Contractor is authorized to use and occupy, free of charge, and on a nonexclusive basis, available space in County facilities, but only if first approved in advance in writing by Director.

If, at any time during the term of this Agreement, any space provided to Contractor by Director is required for other County purposes, at Director's sole discretion, then such space shall be immediately vacated by Contractor and may thereafter be used by County for any purpose.

8. INCORPORATION BY REFERENCE

The terms and conditions of the grant under which the prime grant award was made, the Contract, including all its special terms and conditions. A copy of the Contract (Exhibit C) is attached.

9. TERMINATION

This Subcontract may be terminated as follows: (i) either party may terminate this agreement for convenience upon 30 days written notice to the other party, (ii) PHFE may terminate, effective on the date that the County receives written notice, if the prime terminates in whole or relevant part, or if the County breaches this Subcontract.

10. HIPAA COMPLIANCE

The purpose of this provision is to ensure compliance with HIPAA, where applicable and to set forth the duties and responsibilities of the various parties. The parties hereby agree that the terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations (CFR), Parts 160 and 164, otherwise known as the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist now or be hereafter amended.

It is understood by both parties that County is or may be considered a Covered Entity, as defined by HIPAA, and is or may be responsible for complying with said regulations

for purposes of safeguarding any Protected Health Information (PHI) generated by County for its own purposes. County acknowledges that PHFE as the sponsoring or fiscal agent does not have the responsibility for such compliance and that such responsibility rests solely with the County. County warrants that it is and will remain in full compliance with all HIPAA regulations, where applicable.

It is understood by both parties that the Privacy Rule does not pre-empt any State and/or Federal laws, rules or regulations that impose more stringent requirements with respect to confidentiality of client information.

County agrees to indemnify, defend, and hold PHFE/Indemnatee free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that PHFE/Indemnatee may incur as a result of a breach by County of any representation or agreement contained in this Agreement for failure to comply with HIPAA, or as a result of County's negligent acts or omissions committed by County during the performance of any duties under this Agreement.

County shall maintain a minimum of \$1,000,000 of insurance to cover any negligent acts or omissions for failure to comply with HIPAA and that PHFE shall be named as an additional insured under such policy. At its sole option, County may self-insure to satisfy this requirement.

11. RECORD RETENTION AND ACCESS TO RECORDS

County shall grant PHFE, the U.S. Comptroller General and their authorized representatives upon demand access to any books, documents, papers and records pertinent to this Subcontract for audit, examination, excerpt and transcription. The County shall retain all such records for three years after final payment is made under the contract and all pending matters are closed, unless extended by an audit, litigation, or other action involving the records, whichever is later.

All subcontractors are required to have a current Quality Improvement Plan. County shall provide (if not submitted previously) the agency Quality Improvement Plan to PHFE's corporate office no later than thirty days after this Subcontract is executed.

12. EQUAL EMPLOYMENT OPPORTUNITY

County shall, unless exempt, comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemental in Department of Labor regulations (41 CFR Part 60). County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

13. COPYRIGHT AND RIGHTS IN DATA

County may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Subcontract. PHFE shall have a royalty-free, nonexclusive, nontransferable and irrevocable right to reproduce, publish, and

otherwise use such work, whether or not copyrighted, for Federal purposes and to authorize others to do so.

14. PUBLICATIONS

County shall place an acknowledgment of federal government support on any publication written or published with funds from this Subcontract and, if feasible, on any publication reporting the results of or describing activities under this Subcontract. In addition, County shall include a disclaimer, as appropriate, as follows: "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of PHFE".

15. PERFORMANCE REPORTING

County shall complete an Annual Monitoring Report submitted to L.A. Care Health Plan as required by PHFE in accordance with the requirements under the grant and Exhibit A. County shall also complete a final technical performance report when required by L.A. Care Health Plan. The final report shall be due 60 days after expiration or termination of the Subcontract or upon such date specified by L.A. Care Health Plan. Performance reports shall include a comparison of actual accomplishments with goals and objectives established for the period, findings of the project coordinator, or both. Where possible, the quantitative output data should be related to cost data for computation of unit costs. Performance reports shall also include other pertinent information, including, when appropriate, the reasons why established goals were not met and an analysis of it. County shall immediately notify PHFE of developments that have a significant impact on Subcontract performance and of problems, delays, or adverse conditions that materially impair its ability to meet Subcontract objectives, including providing a statement of the action taken or contemplated and any assistance needed to resolve the situation.

16. PROJECT COORDINATOR

Miya Iwataki, phone (213) 240-7710, shall be the staff person designated as the Project Coordinator and shall be responsible for the performance of the (technical or programmatic) aspects of the Subcontract Scope of Work. County shall notify PHFE in advance of any change to the Project Coordinator assigned. The Los Angeles County Board of Supervisors is authorized to sign legal contracts. County's Director shall be responsible for the overall direction of the project including review and approval of County's performance of the Scope of Work.

17. INDEMNIFICATION

County shall indemnify, defend, and hold harmless PHFE, its officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with PHFE's acts and/or omissions arising from and/or relating to this Subcontract.

PHFE shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses

(including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Subcontract.

18. INSURANCE

PHFE and County warrant that they each maintain a policy or program of 1) commercial general liability insurance or self-insurance at minimum levels of \$1,000,000 per occurrence, and 2.) workers' compensation insurance or self-insurance, including employers liability coverage with limits of not less than \$1 million per employee/disease/policy. PHFE and County further agree to provide each other with a certificate of insurance or self-insurance as evidence of compliance with these requirements upon execution of this Agreement.

19. NOTICES

All notices and other communications required or permitted under this Subcontract shall be in writing and deemed given when delivered personally or upon being sent by registered mail, postage prepaid and addressed to the following persons at the addresses first shown in this Subcontract:

PHFE: Danielle Sheard

County: Miya Iwataki

20. WARRANTIES

Each party warrants that services to be performed by it or its subcontractors will be performed in a professional manner, in accordance with the attached Scope of Work (Exhibit A), and by personnel with the requisite skill, qualifications, and licenses.

21. ASSIGNMENT

This Subcontract shall not be assignable by County without the prior written consent of PHFE. Any attempted assignment contrary hereto is voidable at the option of PHFE.

22. GOVERNING LAW

This Subcontract is entered into in Los Angeles County, California and all terms herein shall be interpreted in accordance with the laws of the State of California.

23. DAMAGE TO COUNTY FACILITIES, BUILDING OR GROUNDS

PHFE shall repair, or cause to be repaired, at its own cost, any and all damage to county facilities, buildings, or grounds caused by PHFE or employees or agents of PHFE. Such repairs shall be made immediately after PHFE has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

24. SEVERABILITY

If any part, term, or provision of this subcontract shall be held void, illegal, unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

25. ENTIRE AGREEMENT

This subcontract constitutes the entire agreement between the parties and supercedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.

26. AMENDMENT

This subcontract shall not be modified, amended, or waived, whether in whole or in part, except by a subsequent writing signed by the authorized representatives of both parties.

27. CAPTIONS

The captions of this subcontract are for convenience and reference only and are not intended to affect the interpretations or construction of the subcontract.

FOR PHFE:

FOR COUNTY:

Signature

Signature

Gerald R Solomon, President/CEO

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer
Department of Health Services

Date

Date

RF:r

Board letter diversity programs subcontract 11.03.05

Exhibit A: Scope of Work & Objectives for PHFE LACDHS/ODP Number 2059.001.001
Cultural & Linguistic Partnership Project (C&LPP)

Activity: The C&LPP will improve CHP compliance with cultural and linguistic regulations and accreditation requirements by developing and implementing a multi-pronged cultural and linguistic competency program that targets their Medi-Cal product line.

ELEMENT 1: GOAL	ELEMENT 2: OBJECTIVES	Accountability	Timeline
<p>Scope of Work:</p> <p>The Cultural and Linguistic Services Department at L.A. Care Health Plan has been conducting annual audits with all contracted health plans (Plan Partners) on compliance with state and federal regulations as they relate to cultural and linguistic competency requirements for the past four years.</p> <p>The Cultural and Linguistic Partnership Project (C&LPP) will enable the Office of Diversity Programs of the Department of Health Services (DHS) to help the DHS Community Health Plan (CHP) to address the critical needs identified through this oversight process. The C&LPP will improve CHP compliance with cultural and linguistic regulations and accreditation requirements by developing and implementing a multi-pronged cultural and linguistic competency program that targets their Medi-Cal product line. This project will work to ensure that issues of patient culture and language are integrated into the business practice of each responsible service unit at the DHS facilities to improve access to health services for culturally & linguistically diverse patients.</p> <p>Under the direction of the Director, DHS Office of Diversity Programs (ODP), the PHFE, Inc. staff, namely, ODP Cultural & Linguistic Specialists 1 and 2, will collaborate with the DHS' Office of Managed Care to implement a cultural and linguistic program at the CHP throughout its network to ensure compliance</p>	<p>Objectives:</p> <ol style="list-style-type: none"> 1. Collaborate with the DHS Office of Managed Care (OMC) to implement a cultural & linguistic (C&L) program at DHS' Community Health Plan (CHP) throughout its network to achieve compliance with C&L regulatory requirements. 2. Work with the OMC manager for Critical Projects/C&L Services to implement CHP's cultural and linguistic corrective action plan at DHS facilities, and provide technical assistance to the CHPs where needed. 3. Coordinate these activities with appropriate Limited English Proficiency (LEP) Administrators at the CHP sites to address corrective activities. 4. Appoint the OMC manager for Critical Projects/C & L Services to LEP Administrator group, and integrate into C&L implementation plans and activities. 5. Develop and provide cultural competency training for staff and health care providers at CHP to increase awareness of C&L policies and compliance issues, and improve the provision of culturally responsive health services. 6. Collaborate with a local college to design and pilot a Medical Terminology in Spanish learning modules for proficient DHS bilingual staff/providers who have completed Medical Interpreter Training. 	<ol style="list-style-type: none"> 1. ODP & PHFE, Inc. Staff* 2. ODP & PHFE, Inc. Staff 3. ODP & PHFE, Inc. Staff 4. ODP 5. PHFE, Inc. Staff 6. PHFE, Inc. Staff 	<ol style="list-style-type: none"> Date of Board approval – 6/30/07 Date of Board approval – 6/30/07 Date of Board approval – 6/30/07 Date of Board approval – 6/30/07 2/1/06 – 6/30/07 5/1/06 – 6/30/07

<p>Scope of Work (cont'd):</p> <p>with regulatory requirements, and to improve access to services for culturally and linguistically diverse patients. These positions will assist in the implementation of the DHS Cultural & Linguistic Competency Standards and Policies throughout DHS hospitals and clinics, and will actively interface with DHS facilities and programs to increase knowledge and compliance with C&L requirements. The staff assigned to these positions will work with ODP and CHP to develop and administer uniform data collection and reporting mechanisms related to C&L, including patient language and staff language capabilities, as well as establishing systems for data keeping, tracking and trending of cultural and linguistic provider trainings. The staff will also review, follow-up, and trend grievances related to C&L issues.</p>	<p>Objectives (cont'd):</p> <ol style="list-style-type: none"> 7. Assist in the implementation of the DHS C&L Competency Standards, and C&L policies throughout DHS hospitals, clinics and facilities, to enhance compliance with state, federal and local C&L regulations. 8. Collaborate with L.A. Care Health Plan to provide medical interpreter trainings and provider education. 9. Develop and strengthen linkages with community based organizations, State and educational institutions, and foundations, in order to increase available resources and explore potential partnerships for sustained C&L compliance. 10. Create and administer uniform data collection and reporting mechanisms related to C&L, including patient language assessment and telephone language line usage by facility, to improve record keeping. 11. Work with facilities to review, follow up and trend DHS patient demographics, produce patient language assessment reports, and C&L related patient complaints. 	
<p>Accountability (cont'd):</p> <ol style="list-style-type: none"> 7. ODP & PHFE, Inc. Staff 8. PHFE, Inc. Staff 9. ODP & PHFE, Inc. Staff 10. PHFE, Inc. Staff 11. PHFE, Inc. Staff <p>Legend: * - Refers to C & L Specialist 1 & 2</p>		<p>2/1/06 – 6/30/07</p> <p>2/1/06 – 6/30/07</p> <p>Date of Board approval – 6/30/07</p> <p>1/1/06 – 6/30/07</p> <p>1/1/06 – 6/30/07</p>